TRUSTS—SPENDTHRIFT—VESTED RIGHT IN CESTUI ALLOWS CLAIMS OF CREDITORS ON TRUST PROPERTY.—The testatrix devised certain property to a trustee for the benefit of her surviving husband, stipulating that the annual rents, issues, and profits therefrom be given to him outright in periodic payments and that these payments be not liable for his debts. The plaintiff, a judgment creditor of the defendant husband, prayed to have the latter's net income diverted to him until the debt be fully satisfied. No discretion over the income was placed in the trustee, and no right to withhold or accumulate it, nor the power to spend it in support of the beneficiary existed with the trustee as incidents of a spendthrift trust under the statute. Pub. Acts (Conn.) 1899, c. 210 (Gen. St., 1918, §§ 5877, 5878). *Held*, no spenthrift trust existed in favor of the defendant and, despite the terms of the devise to the contrary, his income was liable for his debts. *Carter* v. *Brownell* (Conn.), 111 Atl. 182. See NOTES, p. 215.

WILLS—REVOCATION—LETTER DIRECTING DESTRUCTION OF WILL IN CUSTODY OF SOME PERSON OTHER THAN TESTATOR.—The New York Statute provided:

"No will in writing, except in the cases hereinafter mentioned, nor any part thereof, shall be revoked, or altered, otherwise than by some other will in writing, or some other writing of the testator, declaring such revocation or alteration, and executed with the same formalities with which the will itself was required by law to be executed; or unless such will be burnt, torn, canceled, obliterated or destroyed, with the intent and for the purpose of revoking the same, by the testator himself, or by another person in his presence, by his direction and consent; and when so done by another person, the direction and consent of the testator, and the fact of such injury or destruction, shall be proved by at least two witnesses."

The will of the testatrix was in the custody of her attorney. She wrote him a letter directing him to destroy the will, and had such letter attested by the number of witnesses requisite for the execution of a will. The attorney, however, did not destroy the will, and shortly afterward the testatrix died. *Held*, the will was not revoked. *In re McGill's Will* (N. Y.), 128 N. E. 194, 181 N. Y. Supp. 48.

Statutes relating to the revocation of wills are not to be construed with too great strictness. *In re Schuster's Will*, 181 N. Y. Supp. 500. However, no act less than that required by law can ever operate to revoke or alter a validly executed will. *In re Chambers' Estate*, 183 N. Y. Supp. 526; *In re Ballard's Estate*, 56 Okla. 149, 155 Pac. 894; *Evans* v. *Evans* (Tex. Civ. App.), 186 S. W. 815.

It is fundamental that mere intent, however strong, without physical acts cannot operate to revoke or alter a will. *McIntyre* v. *McIntyre*, 120 Ga. 67, 47 S. E. 501, 102 Am. St. Rep. 71; *In re Curtis' Will*, 119 N. Y. Supp. 1004; *Bohleber* v. *Rebstock*, 255 Ill. 53, 99 N. E. 75, 41 L. R. A. (N. S.) 105.

Destruction of a will at the direction of the testator, at a distance from him, is not equivalent to his act. *In re Hughes' Will*, 114 N. Y.

Supp. 929. Nor does subsequent ratification of the directed act change this result and revoke the will. *Miller* v. *Harrell*, 175 Ky. 578, 194 S. W. 782. And where another, having previously heard the testator express the desire to revoke his will, burnt a paper which the testator believed to be his will in his presence, and immediately thereafter the testator approved the act, believing his will to be destroyed, there was still not a sufficient compliance with the statute to revoke the will. *Clngan* v. *Mitcheltree*, 31 Pa. St. 25.

Where statute requires that any instrument revoking a will or codicil devising land be executed with all the formalities of a will, this is not applicable to a clause disposing of personal property though it be embraced in a will devising lands. *Brown* v. *Avery*, 63 Fla. 355, 376, 58 So. 34.